

To Dr Lysko and the BOD for TVLC,

I have just finished reading an email sent by Dr. Lysko to a fellow stakeholder, who wrote and voiced her concern that the parking lot should be delayed until we resolve the financial issues and concerns. Dr. Lysko told this stakeholder that the parking lot must go ahead because of 'legal obligations.' Dr. Lysko, what exactly are you referring to as legal obligations? Lawsuits? Honestly I don't see anything legally pressing that would require us to push ahead with this parking lot. Let us look at some factors:

1. **Bond:** The bond holders have TVLC hold approximately \$4,000,000 dollars in reserve to protect the bond holder payments so they do not have a reason to sue. However, I am puzzled why you told us at a meeting that you were going to approach the bankers to get the 4 million dollars reduced, which might actually aggravate the bond holders. That does not seem like a good idea. Another thing that puzzles me, is that why do we have a bond up to a 28.5 million dollars where TVLC takes on the full liability. But if CPA doesn't hold up their end of the 'bargain' then they just don't get extra space for the International students. Is that a deal that benefits our schools?
2. **CPA:** As stated in the MOU,(which was in the board packet that given out in the emergency meeting pages 21-27), it was written that we would be required to use arbitration instead of the courts. The courts are only used to compel us to go to arbitration (**per the MOU page 5**). Also, the legality of this document is also in question which I am sure the courts would help us resolve with CPA. In regards to the parking lot, you have yet to produce written documentation showing us that CPA is giving us these improvements at their sole cost instead of an advance form of rental payment. Then we get to the ground lease issue where all the improvements made to the property will go back to a private company instead of TVLC if the lease is cancelled. Again, how does this benefit our school community?
3. **City of Livermore:** While the occupancy of 3090 Constitution is dependent on the parking lot. The city has not put a set deadline for that to occur. So I don't see legal obligations occurring until the permit is pulled. We actually have more legal and financial liability once the permit is pulled with the city, as per the board meeting handout. If we pull the permit the following costs will be incurred (per page 4 in the board package): I quote:

Bonds Required - The Applicant/permittee shall present to the City surety bonds of a form satisfactory to the City Attorney issued by a company authorized to issue surety bonds in the State of California as follows:

A. Before or at the time this Encroachment permit is signed by the parties, the following bonds shall be presented:

(1) Faithful Performance - \$130,198 to secure faithful performance of this Encroachment permit by the Applicant/permittee.

(2) Labor and Materials - \$ 65,099 to secure payment by the Applicant/permittee of laborers and material engaged pursuant to this Encroachment permit, and further to secure payment as required by the Unemployment Insurance Act.

B. Before or at the time the City accepts the improvements, the following bond shall be presented:

(1) Maintenance - \$ 19,530 to secure performance of paragraph 6. above. This bond shall remain in effect for one (1) year after the date of acceptance by the City Engineer of the improvements required by this Encroachment permit.

In addition to these financial costs we agreed to take on all legal liability including the City of Livermore's legal costs should any issues with the improvements. Why did the board not having CPA pull the permit personally and take on the financial and legal responsibility?

By the way, who actually came up with the design of this parking lot? With only 110 parking spaces and its purposed configuration it would appear that it would not satisfy our parking needs considering the city is restricting parking south of North Canyon Parkway. Since it only satisfies one of the requirements to obtain the occupancy permit.

Dr. Lysko and the BOD, there are many tax payers, teachers and staff at LVCS, LVCP and the Acacia schools, who are asking to renegotiate these agreements before the occupancy of 3090. This is the time to renegotiate the terms not when CPA is occupying the building. Dr. Lysko, it is becoming very clear to me that you seem more concerned over our co-tenet than you do about our children and teachers. It is very shocking that you continue to ignore the communities' wishes and push a head an agenda that appears to only benefit mainly our co-tenet. Again, I ask that the BOD to act in a way that protects our interests not the interests of an outside private company.

Sincerely,

Janine Youngbird